

**AMENDMENT, RATIFICATION, REINSTATEMENT, AND
MEMORANDUM OF OIL, GAS AND MINERAL LEASE**

COUNTY OF TARRANT

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2619

expiration, surrender, forfeiture, or other termination of the Lease for a period of twenty (20) years from the date of the Lease and so long thereafter as oil, gas or other hydrocarbon substances are produced by means of any such well and so long thereafter as drilling, re-drilling, remedial or secondary recovery operations are being conducted with respect to any such well, whichever period is the longer. During the term of the Lease, Lessor shall not grant any rights of way, easements or servitudes in and to the Land with respect to the drilling for or the production of oil, gas and other hydrocarbon substances to any other person, firm or corporation without the prior written consent of Lessee.

6. **Regulation and Delay.** Lessee's obligations under the Lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. Lessor hereby agrees that, in the event Lessee deems it necessary to seek a variance, waiver or other relief from any laws, rules, regulations, or orders (which for purposes of this paragraph shall include any ordinance) or other such authority exercised by (i) the City of Fort Worth (or any other municipality with jurisdiction over the Land or the Lease), including but not limited to the well setback distance for gas drilling and production, or (ii) any other governmental or quasi-governmental entity or authority having jurisdiction affecting the Lease or the parties hereto, then Lessor shall engage in such reasonable acts and execute and deliver such instruments and documents Lessee deems necessary or convenient in seeking such relief. In the event Lessee is required by such authority to acquire Lessor's consent as a prerequisite to obtain such variance, waiver or other relief, Lessor hereby grants to Lessee, and agrees that Lessee's leasehold estate acquired hereunder includes, the right to utilize this Lease as Lessor's consent and ratification of any subsequent variance, waiver or other relief Lessee seeks, without the necessity of Lessee obtaining any additional or subsequent consent(s) from Lessor. Lessor furthermore agrees not to execute documents or instruments or engage in acts that would or may diminish or adversely affect the relief Lessee is seeking. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, the Lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of the Lease when drilling, completion, production or other operations are so prevented or delayed.

7. **Option.** Lessor, for itself and its successors and assigns, hereby grants Lessee an option to extend the Primary Term of the Lease for an additional five (5) years from the end of the Primary Term, which may be exercised by paying or tendering to Lessor, prior to the end of the Primary Term, an amount equal to the bonus consideration given for the Lease. If such option is exercised, the Lease shall continue for the additional period on the same terms and conditions then applicable to the Lease.

8. **Successors and Assigns.** The terms, provisions, rights, benefits and obligations of the Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties to this Lease.

9. **Memorandum.** This Amendment may be recorded by Lessee as a memorandum of the Lease in the official property records of the county or counties in which the Land is situated.

10. **Multiple Counterparts.** This instrument may be executed in multiple counterparts, each of which shall be deemed an original of but one and the same instrument. This instrument shall be deemed effective as to all who execute the same, regardless of whether it is executed by all parties owning an interest in and to the oil, gas and other minerals in and under or that may be produced from any part of the Land covered by the Lease.

IN WITNESS WHEREOF, this instrument has been executed as of the following date, to be effective as of the date of the Lease.

Date: 6/27/08

LESSOR:

Signed: Beatriz Torrez

Name: BEATRIZ TORREZ

Signed: _____

Name: _____

ADDRESS:

3676 Forbes St.
Ft Worth, TX 76105

STATE OF TEXAS

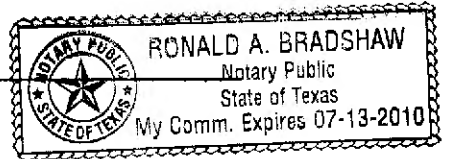
COUNTY OF TARRANT

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Before me, the undersigned authority, on this day personally appeared BEATRIZ TORRES, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of July, 2008.

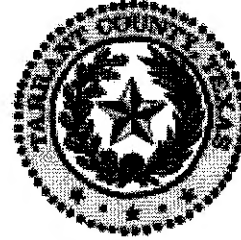
R.A. Bradshaw
Notary Public, State of Texas

My Commission Expires: _____



After recording, return to:

David Drumm, Esq.
Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Dallas, TX 75202



DAVID DRUMM ESQ
901 MAIN ST #5500

DALLAS TX 75202

Submitter: GLENCREST RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/05/2008 03:57 PM
Instrument #: D208305786
LSE 4 PGS \$24.00

By: _____



D208305786

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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